

**WATER LINE AND WELL ACCESS AGREEMENT**

This agreement is made this 6th day of May 2002, 2002, by and between Helen Beth Wallitch, a single person, referred to herein as "Ms. Wallitch" and Lisa Ann Hazen, a married woman dealing in her sole and separate property referred to herein as "Ms. Hazen."

**Recitals**

- 1.) Ms. Wallitch is the owner of a tract of land in Sheridan County, Wyoming which is described as follows:

**LOT 8 and 9, PONDEROSA SUBDIVISION, STORY, WY**

- 2.) Ms. Hazen is the owner of a tract of land in Sheridan County, Wyoming which is contiguous to the tract owned by Ms. Wallitch, said tract being as follows:

**LOTS 6 and 7, PONDEROSA SUBDIVISION, STORY, WY**

3. There exists a water well which is located on the tract of land owned by the Ms. Wallitch which is described above. The well is located approximately 5 feet west of the common boundary for the two properties. The water well has historically been used by Lots 6 and 7 only to supply water for domestic uses on that tract.
4. Ms. Wallitch and Ms. Hazen wish to enter into an agreement which will provide access to Ms. Hazen to maintain and repair the well so that it can continue to be used by Lots 6 and 7.

**AGREEMENT**

- 1.) Use of the well - Ms. Wallitch hereby grants and conveys unto Ms. Hazen and her successors in interest the right of ingress and egress for the purpose of maintaining the water well and water distribution lines which are located on Lot 8. Ms. Wallitch acknowledges that the water well and associated water lines are the property of Ms. Hazen and makes no claim of ownership to any of the apparatus constituting the well and water lines.
- 2.) Consideration - Ms. Hazen or her administrators, executors, successors and assigns shall make a single payment of \$1.00 to Ms. Wallitch or their administrators, executors, successors and assigns.
- 3.) Duration of agreement - This agreement shall remain in full force and effect for so long as the said well shall remain a good and productive water well.

4.) Binding effects - It is the intention of the parties to this agreement to create a covenant which shall be binding on and shall run with the Wallitch land (Lot 8 and 9) and the Hazen land (Lots 6 and 7). This agreement shall also be binding upon and shall enure to the benefit of the parties hereto, their administrators, executors, successors and assigns.

DATED this 6<sup>th</sup> day of May, 2002

Helen Beth Wallitch  
Helen Beth Wallitch

STATE OF WYOMING)

) ss.

County of Sheridan )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of MAY, 2002 by Helen Beth Wallitch

WITNESS my hand and official seal.



L. Dennis Irvin  
Notary Public  
My commission expires 13 June 2003

DATED this 11th day of MAY 2002, 2002

Lisa Hazen  
Lisa Hazen

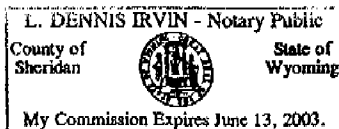
STATE OF WYOMING)

) ss.

County of Sheridan )

The foregoing instrument was acknowledged before me this 11th day of MAY, 2002 by Lisa Hazen

WITNESS my hand and official seal.



L. Dennis Irvin  
Notary Public  
My commission expires 13 June 2003